

## CONTRACT GROW-FINISH AGREEMENT

CONTRACT GROW-FINISH AGREEMENT ("Agreement"), is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 199\_\_, by and between \_\_\_\_\_, an Iowa resident whose address is \_\_\_\_\_, Iowa \_\_\_\_\_ ("Grower") and IOWA SELECT FARMS, L.P. an Iowa limited partnership with its principal place of business in Iowa Falls, Iowa ("ISF").

### WITNESSETH:

WHEREAS, Grower has constructed or intends to construct the grow-finish hog confinement building(s) described on Exhibit "A" to this Agreement on the real estate legally described on Exhibit "A" to this Agreement (with each building referred to as a "Unit" and with the real estate and Unit(s) referred to collectively as the "Facilities") and has the expertise to feed hogs to market weight; and

WHEREAS, ISF owns hogs that it desires to finish to market weight and desires to utilize the services of Grower to perform the day-to-day care and feeding of ISF's hogs at the Facilities and to grow ISF's hogs to market weight and Grower desires to provide ISF with exclusive use of the Facilities for ISF's hogs during the term of this Agreement and accepts responsibility for the grow and finish of ISF's hogs to market weight on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Unit Specifications, Construction and Operation. Grower warrants that the Unit(s) shall meet the specifications set forth on Exhibit "A" to this Agreement. The Unit(s) shall have a total capacity of \_\_\_\_\_ Pig Spaces (with the number of Pig Spaces determined by dividing the total number of usable square feet of pen space in the Unit(s) by 7.2). Grower shall obtain all necessary permits and authorizations to construct and operate the Facilities (including, but not limited to, all required county and local zoning approvals and all required Iowa Department of Natural Resources ("IDNR") construction, operating and water withdrawal permits) and shall be responsible for all governmental costs and fees associated with the construction and operation of the Unit(s).

2. Facilities Access. The Facilities shall be maintained by Grower during the term of this Agreement exclusively as a grow/finish facilities for ISF's hogs. Grower shall neither keep nor allow others to keep hogs other than ISF's hogs at the Facilities, unless specifically directed to do so in writing by ISF. Grower agrees to permit ISF personnel to enter the Facilities at any time for inspection purposes and/or to remove ISF's hogs and agrees to grant ISF permanent access to the Facilities, including all necessary rights of ingress and egress, for a period not less than the term of this Agreement. Grower will not permit any person (other than its personnel, ISF personnel and ISF's agents and suppliers) to have access to the Facilities without the prior written approval of ISF. Grower shall maintain all access roads and service lanes to and at the Facilities at all times during the year so as to allow feed truck and semi-tractor/trailer access to the Facilities without damage or delay. Grower shall be responsible for all wrecker, towing and other charges caused by Grower's failure to so maintain such access roads and service lanes.

3. Delivery of Hogs to Facilities. ISF will arrange and pay for the cost of transporting its hogs to the Facilities. ISF shall give Grower at least three (3) days advance notice of delivery dates of its hogs to the Facilities. Grower shall provide all labor and equipment necessary to unload ISF's hogs into the Unit(s). Grower shall acknowledge the number of ISF hogs delivered and the apparent health status of the ISF hogs delivered at the time of delivery. Grower shall communicate any health problems to ISF as they are noticed. If for any reason Grower does not provide the necessary

ISF INITIALS: \_\_\_\_\_

GROWER INITIALS: \_\_\_\_\_

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